

CONTRACT #13
RFS # 309.01-073

Treasury Department

VENDOR:
AmSouth Bank

REQUEST: NON-COMPETITIVE AMENDMENT RECEIVED

OCT 03 2006

FISCAL REVIEW

APPROVED

Commissioner of Finance & Administration

Date:

EACH REQUEST ITEM BELOW MUST BE DETAILED OR ADDRESSED AS REQUIRED.

1) RFS # 309.01-073

2) State Agency Name : Tennessee Treasury Department

EXISTING CONTRACT INFORMATION

3) Service Caption : The Contractor provides certain banking services to the State, which enable the State to carry out its duty of managing, disbursing, transferring and investing public funds.

4) Contractor : AmSouth Bank

5) Contract # FA-05-15985

6) Contract Start Date : July 1, 2004

7) Current Contract End Date IF all Options to Extend the Contract are Exercised : June 30, 20098) Current Total Maximum Cost IF all Options to Extend the Contract are Exercised : \$1,300,000


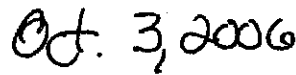
PROPOSED AMENDMENT INFORMATION

9) Proposed Amendment # 0110) Proposed Amendment Effective Date : October 11, 2006
(attached explanation required if date is < 60 days after F&A receipt)11) Proposed Contract End Date IF all Options to Extend the Contract are Exercised : June 30, 200912) Proposed Total Maximum Cost IF all Options to Extend the Contract are Exercised : \$1,663,00013) Approval Criteria :
(select one) ☒ use of Non-Competitive Negotiation is in the best interest of the state☐ only one uniquely qualified service provider able to provide the service

14) Description of the Proposed Amendment Effects & Any Additional Service :

See attached memorandum dated October 3, 2006.

15) Explanation of Need for the Proposed Amendment :

16) Name & Address of Contractor's Current Principal Owner(s) : (not required if proposed contractor is a state education institution)		
17) Documentation of Office for Information Resources Endorsement : (required <u>only</u> if the subject service involves information technology)		
select one:	<input type="checkbox"/> Documentation Not Applicable to this Request	<input type="checkbox"/> Documentation Attached to this Request
18) Documentation of Department of Personnel Endorsement : (required <u>only</u> if the subject service involves training for state employees)		
select one:	<input type="checkbox"/> Documentation Not Applicable to this Request	<input type="checkbox"/> Documentation Attached to this Request
19) Documentation of State Architect Endorsement : (required <u>only</u> if the subject service involves construction or real property related services)		
select one:	<input type="checkbox"/> Documentation Not Applicable to this Request	<input type="checkbox"/> Documentation Attached to this Request
20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :		
21) Justification for the Proposed Non-Competitive Amendment :		
REQUESTING AGENCY HEAD SIGNATURE & DATE : (must be signed & dated by the <u>ACTUAL</u> procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)		
<div style="display: flex; justify-content: space-between; align-items: flex-end; padding: 10px;"> <div style="width: 45%;">  </div> <div style="width: 45%; text-align: right;">  </div> </div>		
Agency Head Signature		Date

C O N T R A C T S U M M A R Y S H E E T

060706

RFS #	Contract #
309.01 — 073 — 05	FA —05 — 15985 —
State Agency	State Agency Division
Tennessee Treasury Department	Cash Management Division
Contractor Name	Contractor ID # (FEIN or SSN)
AmSouth Bank	<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 63-0935103

Service Description

The Contractor provides certain banking services to the State, which enables the State to carry out its duty of managing, disbursing, transferring and investing public funds.

Contract Begin Date	Contract End Date	SUBRECIPIENT or VENDOR?	CFDA #
July 1, 2004	June 30, 2009	Vendor	

Mark Each TRUE Statement
☒ Contractor is on STARS

☒ Contractor's Form W-9 is on file in Accounts

Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
309.01	042	089	11		

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2005	\$260,000				\$260,000
2006	\$260,000				\$260,000
2007	\$359,000				\$359,000
2008	\$392,000				\$392,000
2009	\$392,000				\$392,000
TOTAL:	\$1,663,000				\$1,663,000

— COMPLETE FOR AMENDMENTS ONLY —			State Agency Fiscal Contact & Telephone #
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	Mary Roberts-Krause, General Counsel 10 th Floor, Andrew Jackson Building 741-8202, extension 104 State Agency Budget Officer Approval Funding Certification (certification required by T.C.A., § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)
2005	\$260,000		
2006	\$260,000		
2007	\$260,000	\$99,000	
2008	\$260,000	\$132,000	
2009	\$260,000	\$132,000	
TOTAL:	\$1,300,000	\$363,000	
End Date:	June 30, 2009	June 30, 2009	

Contractor Ownership (complete only for base contracts with contract # prefix: FA or GR)

☐ African American
 ☐ Person w/ Disability
 ☐ Hispanic
 ☐ Small Business
 ☒ NOT minority/disadvantaged
☐ Asian
☐ Female
☐ Native American
☐ OTHER minority/disadvantaged—

Contractor Selection Method (complete for ALL base contracts— N/A to amendments or delegated authorities)

☐ RFP
☐ Competitive Negotiation
☐ Alternative Competitive Method
☐ Non-Competitive Negotiation
☐ Negotiation w/ Government (e.g., ID, GG, GU)
☐ Other

Procurement Process Summary (complete for selection by Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)

**AMENDMENT ONE
TO CONTRACT FA-05-15985-00
BETWEEN THE
STATE OF TENNESSEE, TREASURY DEPARTMENT
AND
AMSOUTH BANK**

This Contract, by and between the State of Tennessee, Treasury Department, hereinafter referred to as the State, and AmSouth Bank, hereinafter referred to as the Contractor, is hereby amended as follows:

1. Delete Section A.9.a in its entirety and insert the following in its place:

"a. Accounts. The Contractor agrees to establish and maintain a custody account in the name of the State (the "Custody Account"), which shall contain exclusively the Securities owned by the State. For purposes of this Contract, "Securities" shall mean commercial paper, book entry United States Government agencies' securities, banker's acceptances, securities transferred through the Depository Trust Company, and any certificates, receipts, warrants or other instruments representing rights to receive, purchase or subscribe for the same or evidencing or representing any other rights or interests therein or other similar property from time to time received by the Contractor or its subcustodians in accordance herewith. Any and all cash received by the Contractor on behalf of the State pursuant to this Section A.9 shall be held in the Deposit Account established and maintained by the Contractor in the name of the State pursuant to Section A.4.a hereof, the cash so held not being subject to withdrawal by draft or check."

2. Delete Section A.9.d.(1) in its entirety and insert the following in its place:

"(1) Upon direction by the State and in accordance with the terms of this Paragraph d, the Contractor is authorized to hold Securities in the Depository Trust Company, in the Federal Reserve Book Entry System or at such other financial institution as may be authorized by the State in writing, hereinafter collectively referred to as "subcustodians", or singularly referred to as "subcustodian"."

3. Delete Section A.9.h. in its entirety and insert the following in its place:

"h. Collection of Principal and Maturities. The Contractor is authorized to collect and receive the principal of all Securities which may from time to time be within its custody when and as they may mature, or as they may be redeemed, or as they may be sold upon the instructions of the State. In the event the Contractor is unable to effect collection, it shall promptly notify the State. Notwithstanding any provision of this Contract to the contrary, the proceeds resulting from the maturity of Securities held in the Custody Account shall be wired and credited to the State's Deposit Account established and maintained by the Contractor pursuant to Section A.4.a hereof by no later than 9:00 a.m. on maturity date, except for proceeds resulting from the maturity of book entry United States Government agencies' securities. The proceeds resulting from the maturity of book entry United States Government agencies' securities shall be wired and credited to the State's Deposit Account upon receipt of the same by the Contractor. The settlement of proceeds between the Contractor and the State resulting from the maturity of all Securities held in the Custody Account shall occur in the net settlement of the Deposit Account pursuant to Section A.8 on the date the Securities mature. The parties acknowledge that the actual settlement of such Securities will not occur until approximately 3:00 p.m. on the maturity date. As a result, the State agrees that upon notification from the Contractor of non-receipt of the proceeds by 3:00 p.m. on maturity date, the State shall wire to the Contractor the principal amount of such proceeds, plus interest on such amount equal to the equivalent of the effective average Federal Funds rate plus 25 basis points multiplied by the principal amount of the proceeds divided by 360, multiplied by 1. The State shall wire said amount to the Contractor by no later than 10:00 a.m. on the next business day after notification of non-receipt from the Contractor."

4. Delete Section C.1. in its entirety and insert the following in its place:

"1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed one million six hundred sixty-three thousand dollars (\$1,663,000). The Unit Rates in Section C.3 shall constitute the entire compensation due the Contractor for the services hereunder and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Unit Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Unit Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract."

5. Delete Section C.3. in its entirety and insert the following in its place:

"3. Payment Methodology. The Contractor shall be compensated based on the Unit Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A. The Contractor shall be compensated based upon the following Unit Rates, less the amount of earnings credited to the Deposit Account pursuant to Section A.4.b:

Services	Unit	Unit Rate
a. Fed Wire Transfer Services		
(1) Outgoing wires	Each	\$3.75
(2) Incoming wires	Each	\$3.75
b. ACH Services		
(1) Credits originated (without addenda)	Each	\$0.026
(2) Addenda records originated	Each	\$0.015
(3) Debits originated	Each	\$0.026
(4) Credits received	Each	\$0.026
(5) Debits received	Each	\$0.026
(6) Returns/corrections received	Each	\$0.75
(7) Returns originated	Each	\$0.75
(8) Dishonor returns originated	Each	\$0.75
(9) Reversal of originated items	Each	\$1.00
c. Account Maintenance	Monthly	\$150.00

d. Custodial Services

(1) DTC items	Daily	.000045 multiplied by the average daily balance of DTC items held in the Custody Account during the month for which the compensation relates, divided by 360 days, multiplied by the actual number of days in the respective month.
(2) Fed book entry items	Daily	.00006 multiplied by the average daily balance of Fed book entry items held in the Custody Account during the month for which the compensation relates, divided by 360 days, multiplied by the actual number of days in the respective month.

The Contractor shall submit invoices for completed work, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted on a monthly basis and shall, at a minimum, include an itemized list of the unit rates charged for each service performed, the average daily par value of all Securities held in the Custody Account during the month for which the invoice relates, the earnings allowance on the Deposit Account for the applicable month, and the total amount due the Contractor for the period invoiced.

The other terms and conditions of this Contract not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF,

AMSOUTH BANK

By: _____
(Signature)

Date: _____

(Signatory Printed Name and Title)

DEPARTMENT OF TREASURY:

By: _____
Dale Sims, Treasurer

Date: _____

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

By: _____
M. D. Goetz, Jr., Commissioner

Date: _____

COMPTROLLER OF THE TREASURY:

By: _____
John G. Morgan, Comptroller of the Treasury

Date: _____

STATE OF TENNESSEE



DALE SIMS
STATE TREASURER

TREASURY DEPARTMENT
STATE CAPITOL
NASHVILLE, TENNESSEE 37243-0225

JANICE CUNNINGHAM
EXECUTIVE ASSISTANT

MEMORANDUM

TO: The Honorable M. D. Goetz, Jr., Commissioner
Department of Finance and Administration

FROM: Dale Sims *Dale Sims*
State Treasurer

DATE: October 3, 2006

RE: *Noncompetitive Amendment Request – AmSouth Bank*

BACKGROUND

The State Trust of Tennessee, a not-for-profit corporation chartered in the State of Tennessee in 1979, enables the Treasury Department to hold limited membership in the Federal Reserve Bank System. Being a limited member of the Federal Reserve gives the Treasury Department access to Federal Reserve services, which are used to send, receive, transfer and control funds movement expediently under the Treasurer's management. However, as part of this privilege, state trust companies cannot access any form of credit from the Reserve Bank. Accordingly, the Board of Governors' Payment System Risk policy dictates that state trusts must refrain from incurring daylight and overnight overdrafts.

The State Trust has relied on maturing U.S. government agencies' securities to provide funds at the Federal Reserve to cover purchases of new securities to prevent overdraft. Effective July 21, 2006, the Fed is no longer funding the maturities of such agencies' securities at the opening of business. Instead, the Fed is funding holders of these securities as the agencies are funding their Fed accounts. This action has had a negative impact on the way the State does business. As previously stated, the State Trust is not allowed to incur a daylight overdraft; not for any amount or for any length of time. In the past, every effort has been made to pair off maturities of book entry securities with purchases in order to prevent daylight overdraft at the Fed. This practice no longer works because purchases can be delivered as early as the opening of business, and funds are likely not there from the maturities. This has resulted in the State Trust incurring two daylight overdrafts since the policy change. The overdrafts follow:

- July 24 \$15.8 million
- August 1 \$76.1 million

The Federal Reserve is not pleased and if the State Trust does not find a means of resolving this problem, the State Trust's charter with the Federal Reserve will be in jeopardy. If the Trust's charter is revoked, it will cost the State approximately \$1 million per year as a result of not having direct access to Federal Reserve services. The State would have no choice but to contract with a vendor bank for access to Federal Reserve services, which would cost approximately \$1 million per year.

The only viable options are to either (1) leave sufficient funds in the Fed the night before a trade is to settle, or (2) amend our banking services contract with AmSouth Bank to settle and custody our book entry United States Government agencies' securities. If we elected to leave funds overnight to cover securities maturing the next day, it would cost approximately \$46,000 per month (or \$552,000 per year) in lost revenue. If we elected to amend our contract with AmSouth Bank to settle and custody our book entry United States Government agencies' securities, the cost would be approximately \$11,000 per month (or \$132,000 per year) in bank fees for these services.

As evidenced from the above, it would cost the taxpayers of Tennessee approximately \$420,000 less per year if we amended our banking services contract with AmSouth to provide for the settlement and custody of our book entry Fed agency securities. AmSouth Bank currently provides to the State Trust the banking services that the State cannot obtain directly from the Federal Reserve System. Such services include wire transfer and Automated Clearing House (ACH) services, and the settlement and custody of the State's commercial paper, banker's acceptances, and securities transferred through the Depository Trust Company.

I.

DESCRIPTION OF THE PROPOSED AMENDMENT EFFECTS AND ANY ADDITIONAL SERVICE

The Tennessee Treasury Department desires to amend its banking services contract with AmSouth Bank to include the settlement and custody of the State's book entry United States Government agencies' securities. By doing so, the State Trust would not incur a daylight overdraft as is prohibited by the Federal Reserve for state trusts.

II.

EXPLANATION OF NEED FOR THE PROPOSED AMENDMENT

As stated under "Background" above, if the State does not immediately obtain settlement and custody services for the State's book entry Fed agencies' securities, the State subjects itself to the risk of having the State Trust's charter revoked and losing the State Trust's direct access to Federal Reserve services thereby giving the State no choice but to contract with a vendor bank for access to Federal Reserve services, which would cost approximately \$1 million per year. In the alternative, the State would have to leave funds overnight to cover securities maturing the next day, which would cost approximately \$46,000 per month (or \$552,000 per year) in lost revenue.

III.

**NAME AND ADDRESS OF CONTRACTOR'S CURRENT PRINCIPAL
OWNER(S)**

AmSouth Bank is an Alabama banking corporation, which is owned by The Banc Corporation. The Banc Corporation is a publicly traded bank holding company

IV.

**DOCUMENTATION OF OFFICE FOR INFORMATION RESOURCES
ENDORSEMENT**

N/A

V.

DOCUMENTATION OF DEPARTMENT OF PERSONNEL ENDORSEMENT

N/A

VI.

DOCUMENTATION OF STATE ARCHITECT ENDORSEMENT

N/A

VII.

**DESCRIPTION OF PROCURING AGENCY EFFORTS TO IDENTIFY
REASONABLE, COMPETITIVE, PROCUREMENT ALTERNATIVES**

As a consequence of the recent changes made by the Federal Reserve, it is necessary the State immediately obtain settlement and custody services for the State's book entry Fed agencies' securities. If not, the State subjects itself to the risk of having the State Trust's charter revoked and losing the State Trust's direct access to Federal Reserve services thereby giving the State no choice but to contract with a vendor bank for access to Federal Reserve services, which would cost approximately \$1 million per year. In the alternative, the State would have to leave funds overnight to cover securities maturing the next day, which would cost approximately \$46,000 per month (or \$552,000 per year) in lost revenue.

AmSouth Bank currently provides the banking services that the State cannot obtain through its limited membership in the Federal Reserve Bank System. These services were obtained through a request for proposal issued in 2003. The term of the contract is from July 1, 2004 through June 30, 2009. The services included in the contract are

settlement and custody of the State's commercial paper, banker's acceptances, and securities transferred through the Depository Trust Company.

VIII.

JUSTIFICATION FOR THE PROPOSED NON-COMPETITIVE AMENDMENT

The justification for the non-competitive amendment is that AmSouth Bank currently provides the banking services that the State cannot obtain through its limited membership in the Federal Reserve Bank System. The provision of these services on behalf of the State is a logical and cost effective extension of the scope of work AmSouth is currently providing to the State. Further, if the State does not immediately obtain settlement and custody services for the State's book entry Fed agencies' securities, the State subjects itself to the risk of having the State Trust's charter revoked and losing the State Trust's direct access to Federal Reserve services thereby giving the State no choice but to contract with a vendor bank for access to Federal Reserve services, which would cost approximately \$1 million per year. In the alternative, the State would have to leave funds overnight to cover securities maturing the next day, which would cost approximately \$46,000 per month (or \$552,000 per year) in lost revenue. As evidenced from the above, it would cost the taxpayers of Tennessee approximately \$420,000 less per year if we amended our banking services contract with AmSouth to provide for the settlement and custody of our book entry Fed agency securities.

STATE OF TENNESSEE



DALE SIMS
STATE TREASURER

TREASURY DEPARTMENT
STATE CAPITOL
NASHVILLE, TENNESSEE 37243-0225

JANICE CUNNINGHAM
EXECUTIVE ASSISTANT

MEMORANDUM

RECEIVED

OCT 04 2006

FISCAL REVIEW

TO: The Honorable M. D. Goetz, Jr., Commissioner
Department of Finance and Administration

FROM: Dale Sims, Treasurer *Dale Sims*
Department of the Treasury

DATE: October 3, 2006

RE: *Memorandum of Explanation for Submitting Noncompetitive Amendment
Request Less Than Sixty (60) Days Prior to Contract Amendment Start Date:
AmSouth Bank*

The State Trust of Tennessee, a not-for-profit corporation chartered in the State of Tennessee in 1979, enables the Treasury Department to hold limited membership in the Federal Reserve Bank System. Being a limited member of the Federal Reserve gives the Treasury Department access to the Federal Reserve Wire System and related services, which are used to send, receive, transfer and control funds movement expediently under the Treasurer's management. However, as part of this privilege, state trust companies cannot access any form of credit from the Reserve Bank. Accordingly, the Board of Governors' Payment System Risk policy dictates that state trusts must refrain from incurring daylight and overnight overdrafts.

The State Trust has relied on maturing U.S. government agencies' securities to provide funds at the Federal Reserve to cover purchases of new securities to prevent overdraft. Effective July 21, 2006, the Fed is no longer funding the maturities of such agencies' securities at the opening of business. Instead, the Fed is funding holders of these securities as the agencies are funding their Fed accounts. This action has had a negative impact on the way the State does business. As previously stated, the State Trust is not allowed to incur a daylight overdraft; not for any amount or for any length of time. In the past, every effort has been made to pair off maturities of book entry securities with purchases in order to prevent daylight overdraft at the Fed. This practice no longer works because purchases can be delivered as early as the opening of business, and funds are likely not there from the maturities. This has resulted in the State Trust incurring two daylight overdrafts since the policy change.

The Federal Reserve indicated in a letter of September 2006 that it is not pleased and if the State Trust does not find a means of resolving this problem, the State Trust's

charter with the Federal Reserve is in jeopardy. If the Trust's charter is revoked, it will cost the State approximately \$1 million per year as a result of not having direct access to Federal Reserve services. The State would have no choice but to contract with a vendor bank for access to Federal Reserve services, which would cost approximately \$1 million per year.

Since the Federal Reserve's change in policy, the Treasury Department has been diligently researching all options to resolve this matter in the most cost effective manner. Based on this research, the Treasury Department has determined that the only viable options are to either (1) leave sufficient funds in the Fed the night before a trade is to settle, or (2) amend our banking services contract with AmSouth Bank to settle and custody our book entry United States Government agencies' securities. If we elected to leave funds overnight to cover securities maturing the next day, it would cost approximately \$46,000 per month (or \$552,000 per year) in lost revenue. If we elected to amend our contract with AmSouth Bank to settle and custody our book entry United States Government agencies' securities, the cost would be approximately \$11,000 per month (or \$132,000 per year) in bank fees for these services.

As evidenced from the above, it would cost the taxpayers of Tennessee approximately \$420,000 less per year if we amended our banking services contract with AmSouth to provide for the settlement and custody of our book entry Fed agency securities. AmSouth Bank currently provides to the State Trust the banking services that the State cannot obtain directly from the Federal Reserve System. Such services include wire transfer and Automated Clearing House (ACH) services, and the settlement and custody of the State's commercial paper, banker's acceptances, and securities transferred through the Depository Trust Company.

While the timing of this situation is unfortunate, we believe this proposed amendment would be in the best interest of the State. Otherwise, the State would subject itself to the risk of having the State Trust's charter revoked and losing the State Trust's direct access to the Federal Reserve services thereby giving the State no choice but to contract with a vendor bank for access to Federal Reserve services, which would cost approximately \$1 million per year. In the alternative, the State would have to leave funds overnight to cover securities maturing the next day, which would cost approximately \$46,000 per month (or \$552,000 per year) in lost revenue.

If you have any questions or need any additional information, please do not hesitate to contact me at 741-2956.

CONTRACT SUMMARY SHEET

RFS Number:	309.01-073	Contract Number:	FA- 05-15485-06
State Agency:	Tennessee Treasury Department	Division:	Cash Management
Contractor		Contractor Identification Number	
AmSouth Bank		<input checked="" type="checkbox"/> V- <input type="checkbox"/> C-	63-0935103 - 05

Service Description

The Contractor will provide certain banking services to the State, including wire transfer and Automated Clearing House services, which enable the State to carry out its duty of managing, disbursing, transferring and investing public funds.

Contract Begin Date	Contract End Date
July 1, 2004	June 30, 2009

Allotment Code	Cost Center	Object Code	Fund	Grant	Grant Code	Subgrant Code
309.01	042	089	11	<input type="checkbox"/> on STARS		

FY	State Funds	Federal Funds	Interdepartmental Funds	Other Funding	Total Contract Amount (including ALL amendments)
2005	\$260,000				\$260,000
2006	\$260,000				\$260,000
2007	\$260,000				\$260,000
2008	\$260,000				\$260,000
2009	\$260,000				\$260,000
Total:	\$1,300,000				\$1,300,000

CFDA #		Check the box ONLY if the answer is YES:	
State Fiscal Contact		Is the Contractor a SUBRECIPIENT? (per OMB A-133)	
Name:	Mary Roberts-Krause, General Counsel	Is the Contractor a VENDOR? (per OMB A-133)	✓
Address:	10 th Floor, Andrew Jackson Building	Is the Fiscal Year Funding STRICTLY LIMITED?	
Phone:	(615) 741-8202, extension 104	Is the Contractor on STARS?	✓
Procuring Agency Budget Officer Approval Signature		Is the Contractor's FORM W-9 ATTACHED?	✓
		Is the Contractors Form W-9 Filed with Accounts?	

COMPLETE FOR ALL AMENDMENTS (only)			Funding Certification
	Base Contract & Prior Amendments	This Amendment ONLY	Pursuant to T.C.A., Section 9-6-113, I, M. D. Goetz, Jr., Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.
END DATE →			
FY:			
FY:			
FY:			
FY:			
Total:			

JUL 19 2004

DIRECTOR OF ACCOUNTS

RECEIVED
 2004 JUN 16 AM 8:30
 COMPTROLLER'S OFFICE
 OFFICE OF
 MANAGEMENT SERVICES